TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM451682

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Graycliff Mezzanine II, LP		11/20/2017	Limited Partnership: DELAWARE	

RECEIVING PARTY DATA

Name:	Dwellworks, LLC
Street Address:	1317 Euclid Avenue
City:	Cleveland
State/Country:	ОНЮ
Postal Code:	44115
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3935720	DWELLWORKS
Registration Number:	3935158	RENTASSURED
Registration Number:	3445642	C CHAMNESS RELOCATION SERVICES

CORRESPONDENCE DATA

Fax Number: 2163634588

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2163634677

Email: dpoirier@beneschlaw.com

Correspondent Name: Duncan H. Poirier

Address Line 1: 200 Public Square, Suite 2300

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 31045-82 NAME OF SUBMITTER: Duncan H. Poirier **SIGNATURE:** /Duncan H. Poirier/ **DATE SIGNED:** 11/21/2017

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "Release") is made effective as of November 20, 2017, by GRAYCLIFF MEZZANINE II, LP, a Delaware limited partnership (the "Secured Party") in favor of DWELLWORKS, LLC, a Delaware limited liability company (the "Company"), and the other Persons party to this Release (collectively with the Company, "Debtor").

WHEREAS, Debtor and the other borrowers from time to time party thereto (collectively with Debtor, the "Borrowers"), Secured Party, and the lenders from time to time party thereto (collectively, the "Lenders") entered into that certain Loan Agreement dated as of December 23, 2014 (as amended, restated, or supplemented from time to time, the "Loan Agreement");

WHEREAS, the Debtor has granted security interests to the Secured Party under the Patent and Trademark Security Agreement dated as of December 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Debtor granted the Secured Party, among other collateral as set forth therein, a security interest in and lien on the trademarks and patents identified on Exhibit A hereto (the "IP Collateral");

WHEREAS, the granting of the security interest in the IP Collateral was recorded with the United States Patent and Trademark Office against the IP Collateral on January 2, 2015 at Reel number 5433 and Frame number 0738, and at Reel number 034613 and Frame number 0522; and

WHEREAS, the Debtor has satisfied all of the obligations under the Loan Agreement and the Security Agreement and has requested that the Secured Party terminate and release its security interests in and liens on the IP Collateral.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) <u>Definitions</u>. All capitalized terms not defined in this Release shall have the respective meaning given to them in the Loan Agreement or the Security Agreement, as the case may be.
- 2) <u>Termination and Release of Security Interest</u>. The Secured Party hereby terminates, releases, and discharges its security interest in and liens on the IP Collateral, including, without limitation, the trademarks and patents listed on <u>Exhibit A</u> hereto, and the Secured Party hereby assigns and transfers to the Debtor, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such trademarks and patents, effective as of the date set forth above.

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IN WITNESS WHEREOF, the Secured Party has executed this Release effective as of the date written above.

GRAYCLIFF MEZZANINE II LP,

a Delaware limited partnership, as Agent

By: Graycliff SBIC Investors GP LP, its general partner

By: Graycliff SBIC Partners GP LLC, its general

partner

By: Name: Andrew Trigg

Its: Managing Director

Release of Security Interest in Trademarks and Patents

Exhibit A

Patents

RECORDED: 11/21/2017

U.S. Patent No. 8,370,267 B2, "System and Method for Appraiser-Assisted Valuation"

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Mark	Reg. No.	Serial No.	Country
Dwellworks® - registered to Dwellworks, LLC	3935720	77981088	U.S.
RentAssured® - registered to Dwellworks, LLC	3935158	77807548	US.
RentAssist TM - Not registered			
Discover the Power of Team [™] - Not registered			
Chamness Relocation Services – record owner Dwellworks Residential Services	3445642	76611634	U.S.

 $Exhibit\,A$

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